

Exempted from recordation taxes
under the Code of Virginia (1950), as amended,
Section 58.1-811 (A) (3), 58.1-811 (C) (4) and 10.1-1803

DEED OF GREENWAY EASEMENT

THIS DEED OF GREENWAY EASEMENT, made this ____ day of _____, 20__, between _____ herein called the Grantor and the *TOWN OF BLACKSBURG*, a Town chartered by the Commonwealth of Virginia, herein called the Town.

WITNESSETH:

That in consideration of the sum of One Dollar cash in hand, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantor, the Grantor does hereby grant and convey unto Grantee, the following described easement and right-of-way located in the Town of Blacksburg, Montgomery County, Virginia:

Being a greenway easement over and across the property of Grantor, shown on Plat No. _____ dated _____ 20__, attached and incorporated by reference.

1. Purpose

It is the purpose of this Greenway Easement to make the Easement Area available for the Town's Greenway trail system and associated public amenities. This Easement provides for public access through the Easement Area.

The Greenway trail system is a linear park which includes a paved trail suitable for walking, jogging, bicycling and other forms of recreation. The trail provides an alternate means of transportation to the automobile, as well as a recreational facility for the enjoyment of Blacksburg citizens and visitors.

2. Obligations of the Grantor

The Grantor, its successors and assigns, shall have the right to use the Easement Area for all purposes, provided:

- a. That such use shall not interfere with constructing, maintaining, renewing, replacing, repairing, relocating or operating the trail and appurtenances, nor injure the same, and shall not interfere with the Town's free access to the trail at all times and for all purposes; and provided further that no building or structure shall be erected on the Easement Area

by the Landowner, its successors and assigns, without the prior written consent of the Town. Further, no parking lots, parking spaces, drive aisles, or private roads shall be permitted upon the Easement Area without the prior written consent of the Town.

- b. The Grantor shall maintain the Easement Area. Maintenance includes the repair, repaving, or re-construction of the paved trail, repainting of trail markings, trimming and pruning vegetation, the periodic mowing of grass along the edge of the trail, removal of trash, and other activities necessary to provide a usable Greenway trail. The Grantor will remove snow on the trail where practicable.

3. Indemnification

As required by Virginia Code, 1950, as amended, section 29.1-509, and as authorized by Virginia Code, 1950, as amended, section 15.2-1806, the Town shall hold Grantors harmless from all liability and be responsible for providing, or for paying the cost of, all reasonable legal services required by Grantors as the result of a claim or suit attempting to impose liability upon Grantors by persons using the Easement Area for recreational purposes.

4. Rights of the Town

- a. In the event that there exists within the easement area a condition which in the sole judgment of the Town poses a hazard to the public, the Town may abate the hazard in any manner which in its sole judgment is reasonable.
- b. The Town shall replace grass, vegetation, and topsoil, where necessary due to the Town's damage of same in the construction, replacement and/or repair of the easement area; however, the Town shall exercise sole discretion in determining the type, brands and amounts of materials to be used in replacing said grass, vegetation, and topsoil. Additionally, the Town shall exercise sole discretion in determining when repairs or replacement efforts are deemed complete.
- c. The Town is not obligated to remove snow from the trail.

4. Easement for Public Recreational Use

Upon conveyance of this easement to the Town, this easement in gross will benefit the public, and the public is granted an affirmative right to enter upon and to use the Easement Area for passive and active recreation activities, including but not limited to walking, jogging, bicycling, roller-blading, skateboarding and other similar recreational uses. Access by motorized vehicles is not permitted, except as may be undertaken by the Town in furtherance of the purposes of this easement, or as otherwise authorized by the Town.

5. Utilities

Underground public utilities may with Grantor's and the Town's consent, or under due process of law, be installed under the Easement Area, provided such utilities do not adversely affect the use of the Easement Area for the Greenway trail.

6. Immunities

Nothing herein shall be construed to waive the Town's sovereign immunity in the operation of a recreational facility, or otherwise. Nothing herein shall be construed as a waiver of Grantor's immunity under Virginia Code, 1950, as amended, section 29.1-509 or successor statute, or through any other grant of immunity.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantors and the Town have set their hands on the day and year first above written.

Acceptance of this conveyance by the Town is authorized by Sections 10.1-1701, 15.2-1800, and 15.2-1806 of the Code of Virginia, and is evidenced by the signature of its Mayor hereto.

WITNESS the following signatures and seals.

_____(SEAL)
Grantor

_____(SEAL)
Grantor

Accepted:

TOWN OF BLACKSBURG, VIRGINIA,

BY: _____ (SEAL)
Mayor

ATTEST:

Town Clerk

COMMONWEALTH OF VIRGINIA
COUNTY OF MONTGOMERY, to wit:

I, _____, a Notary Public for the Commonwealth aforesaid,
hereby certify that _____,
Grantors, personally appeared before me this _____ day of _____, 20____, and
acknowledged the foregoing instrument.

Notary Public

My commission expires:

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF

I, _____, a Notary Public for the Commonwealth aforesaid,
hereby certify that _____, personally appeared before
me this _____ day of _____, 20____, and acknowledged the foregoing instrument.

Notary Public

My commission expires:
